

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

Reply to Pre-Bid queries

NHIDCL/Nagaland/Civilwork/DK3/Viaduct/IS/2023/ 1787

Date: 29.08.2023

To,

All Respective Bidders

Subject: Construction of RCC Box Cell Viaduct by Cast in Situ method at chainage Km 153.150 to Km 153.350 and Km 155.850 to km 156.300 along with other ancillary works on NH-29 in the state of Nagaland under SARDP-NE through Engineering, Procurement and Construction (EPC) Contract Basis - **Reply to Pre-Bid Queries.**

Tender ID:2023_NHIDC_756333_1

Sir/Madam,

Please find herewith reply to pre-bid queries on the above mentioned subject as per details below:

Sl No	Particulars	Clause and Description	Queries	Reply
1.	Soil Report	NIL	Soil Report is not enclosed with RFP. Please provide the same.	Being an EPC Contract, Contactor has to carry out geotechnical investigation and prepare the design & drawings. Bidders have to quote as per their own survey.
2.	Bid security	RFP Clause 2.20/ Page no 41 The bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.10 herein above in the form of FD/DD/e-BG issued by nationalized bank, or a scheduled bank..... given in the list shall not be accepted	Kindly also allow Insurance Surety Bond as Bid Security as per Circular no NH-240281/14/2014-H dated 31 st May 2023 issued by Ministry of Road Transport & Highways. Kindly provide the name and address of beneficiary for preparing DD/FDR & Insurance surety bond	As per RFP

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3.	Performance Security	<p>RFP Clause 2.21.1</p> <p>Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional e-Bank Guarantee only from a bank in the form set forth in Appendix-VII (the "performance Security") for an amount equal to 3% three percent) of its Bid Price..... for an amount calculated as under:</p>	<p>Kindly allow us to submit Performance Security in the form of FDR, Account Payee DD/Banker's Cheque, Insurance Surety Bond, BG including e-BG from any of the commercial banks or payment online in an acceptable form as per Circular no NH-240281/14/2014-H dated 31st May 2023 issued by Ministry of Road Transport & Highways.</p> <p>Kindly provide the name and address of beneficiary for preparing DD/FDR & Insurance surety bond</p>	As per RFP
4.	Force Majeure	<p>DCA Clause 21.6(1) /page 122</p> <p>Upon the occurrence of any Force Majeure after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "Force Majeure costs") shall be allocated and paid as follows:</p> <p>(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;</p> <p>(b) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure</p>	<p>Upon occurrence of a non political event such as act of god, epidemic, extremely adverse weather conditions, lightening, earthquake etc and indirect political event such as act of war, invasion, armed conflict, riot, terrorist or military action, civil commotion or politically motivated sabotage etc will cause huge loss to the contractor which are not recoverable</p> <p>In the present scenario of north east states, we request to make provision for compensation to the contractor on occurrence of non-political and indirect political event.</p>	As per DCA



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		<p>events; and</p> <p>(c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.</p> <p>(d) For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.</p>		
5.	General	Land for office, labour camp and batching plant	We request Authority to provide suitable land near project site for office, labour camp & batching plant	Being an EPC Contract, Contactor has to make own arrangement for land required for office, labour camp & batching plant. Bidders have to quote as per their own requirement and assessment.
6.	RFP Clause 2.2.2.2 Technical Capacity- (iii)-C – Similar work experience	<p>RCC Box Cell Viaduct The sole Bidder shall have completed at least one similar RCC Box Cell Viaduct (Box Push) project in Highway/Road/Railway sector the last 5 (Five) financial years preceding the Bid Due Date, having total length equal to or greater than 50% of the total length or 100 m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be at least 20% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost.</p>	Box pushing activity is similar and more difficult than cast in situ Box. Therefore we request you to consider Box Pushing experience as against similar work	May refer Corrigendum-III
7.	Schedule-H	As per Schedule-H, stage payment for foundation, sub-structure & superstructure of cast in situ box is at	For better cashflow and maintain speed of work, we think it should be minimum	As per Schedule-H



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		minimum length of 50m, which may disturb the cash flow. For better cash flow and maintain speed of work, we think it should be minimum 10 m	10 m	
8.	RFP Clause 2.2.2.2 Technical Capacity- (iii)-C – Similar work experience	RCC Box Cell Viaduct The sole Bidder shall have completed at least one similar RCC Box Cell Viaduct (Box Push) project in Highway/Road/Railway sector the last 5 (Five) financial years preceding the Bid Due Date, having total length equal to or greater than 50% of the total length or 100 m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be at least 20% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost.	Pre-cast RCC Box casting is more difficult than cast in situ. We request you to consider precast RCC Box casting also as eligibility	May refer Corrigendum-III
9.	RFP Clause 1.1.1	60 months maintenance period	Kindly clarify the DLP and maintenance period	May refer Corrigendum-III.
10.	RFP Clause 1.1.2	The Defect Liability Period/Maintenance Period for the development of National Highway shall be as under: 10 (ten) years from the date of completion in case of road being constructed with rigid pavement. 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used	Kindly clarify the DLP and maintenance period	As per RFP


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11.	DCA Clause 19.1	The contract price also includes the cost of Shifting of obstructing utilities (including all centeges as applicable by the utility owing department except supervision charges) as given in clause 9.2 and schedule B.	Details of Utility Shifting not provided in Schedule-B	As per DCA and Schedule-B.
12.	Schedule-B Clause 3	(b) at grade intersections (156550 RHS minor to village)	The chainage of minor junction is out of the project stretch which may be contradictory to other contracts in this stretch	May refer Corrigendum-III
13.	Schedule-B Clause 5.1.1	As per site condition Cast in-situ Box cell tunnel including road works is proposed as under EPC Contract: 153+150 to 153+350 BHS 155+850 to 156+300 BHS	The chainage of minor junction at km 156.550 is out of the project stretch which may be contradictory to other contracts in this stretch	As per Schedule-B and Corrigendum-III.
14.	Schedule-H	Minor Junction	weightage for construction of Minor Junction is not given in Sch-H.	As per Schedule-H.
15.	Schedule-B Clause 5.2.1	Design Period and Strategy: Flexible pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of 20 years. Stage construction shall not be permitted.	Design criteria for Rigid Pavement may please be provided.	As per Schedule-B.
16.	Schedule-H	C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses: (2) Protection work of Culverts Cost of each culvert shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of five culverts .	Request for modification: Payment shall be made on the completion of protection works of each culvert.	May refer Corrigendum-III.
17.	Schedule-H	(3) Viaduct (a) Foundation (b) Sub-structure (c) Super-structure Payment shall be made on the Completion of min 50m length	Request for modification: Payment shall be made on the Completion of min 20m length	As per Schedule-H.
18.	Schedule-B Clause 2.8	TCS: In addition to the subsurface drainage system to be incorporated in this cross section as per manual	Whether subsurface drainage is required in road section or box tunnel	As per Schedule-B and Schedule-D

			or both	
19.	Schedule-B Clause 2.8	TCS: The EPC Contractor shall modify the TCS according to pavement design mentioned in Clause 5.1.2 and 5.1.3 of Schedule-B	Clause 5.1.2 and 5.1.3 are not available in Schedule-B. Whether EPC Contractor is allowed to modify TCS for box tunnel as per design following relevant IRC codes	May refer Corrigendum-III
20.	Schedule-B Clause 2.8	As per TCS-IV, 40mm BC overlay on 12mm thk. Mastic Asphalt is to be done	Whether EPC Contractor can modify the specification of Wearing Course as per relevant IRC Codes.	As per Schedule-B and Schedule-D.

2. For necessary information.

Yours Sincerely


(Ashok Kumar Jha)
General Manager (Tech)